

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 59
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-06-R-0028		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2006SEP13	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-L ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2006OCT16 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> DAWN SHERWIN <b>E-mail address:</b> DAWN.SHERWIN@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-4854
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	31
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	41
X	D	Packaging and Marking	11	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	13	X	K	Representations, Certifications, and Other Statements of Offerors	42
X	F	Deliveries or Performance	22				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	45
X	H	Special Contract Requirements	26	X	M	Evaluation Factors for Award	52

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
<b>Code</b>			<b>Code</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 59
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION  
ITEM: M204 Increment Container  
NSN: 1310-01-064-2839  
PART NUMBER: 9312697

ITEM: M205 Increment Container  
NSN: 1315-01-105-4073  
PART NUMBER: 9278773

ITEM: M234 Increment Container  
NSN: Not assigned  
PART NUMBER: 12977281

1. This solicitation is issued under the following terms and conditions:

- a. Restricted to US and Canada
- b. The following Best value criteria will be used to evaluate proposals:
  - (1) Technical Approach
  - (2) Past Performance
  - (3) Price
  - (4) Small Business Utilization

(Note: Technical Approach is moderately more important than Past Performance, which are each significantly more important than Price. Price is significantly more important than Small Business Utilization. All non-price factors when combined are significantly more important than Price.)

- c. The offeror shall fabricate and deliver the M204/M205/ M234 Increment Containers using the mandatory documents listed in SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, C-1 52.210-4501 DRAWINGS/SPECIFICATIONS MAR/1988.
- d. Transportation shall be FOB Origin unless otherwise specifically stated in Section B of the solicitation/ contract.
- e. First Article Test is REQUIRED for the M204/M205/ M234 Increment Containers.
- f. In accordance with clause L-5, Instructions to Offerors- Competitive Acquisitions, the Government plans to award without discussions.

2. See Section B for all information regarding Items, Quantities, and Delivery Terms.

3. Pricing templates for CLINS are provided in lieu of Section B price lines. Quantities illustrated in out year CLINS are UNFUNDED ESTIMATES ONLY provided for planning purposes only. Offerors SHALL insert unit prices for CLIN on the appropriate pricing templates ONLY. DO NOT use Section B price lines. Offerors entries in Section B for CLINS will not be evaluated. Please see pricing matrix attachment 012.

4. The offeror must propose prices for ALL CLINS. Award will be ALL or NONE.

5. A pre Award Survey may be conducted.

6. In accordance with FAR 15-404-1- (g) the Government reserves the right to reject any offer if it is determined that the offer is materially unbalanced.

\*\*\* END OF NARRATIVE A 0002 \*\*\*

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 59
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.252-4500	FULL TEXT CLAUSES	APR/2006
	LOCAL		

(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (\*\*\*).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:  
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

\*\*\* END OF NARRATIVE A 0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<div><div><div>FY06 M204 INCREMENT CONTAINER</div><div>NSN: 1310-01-064-2839 FSCM: 19203 PART NR: 9312697 SECURITY CLASS: Unclassified</div></div></div>				
0001AA	<div><div><div>M204 INCREMENT CONTAINER FIRST ARTICLE</div><div>NOUN: FIRST ARTICLE TEST</div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0060</div><div>FOB POINT: Origin</div><div>SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</div></div></div>	1	EA	\$ ** NSP **	\$ ** NSP **
0001AB	<div><div><div>PRODUCTION QUANTITY</div><div>NOUN: CONTAINER ASSY M204 PRON: T16G0T20HH PRON AMD: 04 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043</div><div>DISREGARD THE PRICING LINE ABOVE. ALL PROPOSED UNIT PRICING SHALL BE DONE ON THE PRICING MATRIX WHICH IS INCLUDED AS ATTACHMENT 0012 TO THIS SOLICITATION.</div></div></div>	379808	EA	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	(End of narrative B001)				
	TAC CODE: L201				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 M6785462295051 Y00000 M 3				
	DEL REL CD QUANTITY DEL DATE				
	001 21,627 31-DEC-2007				
	002 70,000 31-JAN-2008				
	003 70,000 28-FEB-2008				
	004 70,000 31-MAR-2008				
	005 70,000 30-APR-2008				
	006 70,000 31-MAY-2008				
	007 70,000 30-JUN-2008				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
0001AZ	1423 DATA ITEM			\$ ** NSP **	\$ ** NSP **
	Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 59
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988
(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.			
(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL- 9312697 with revisions in effect as of 10 November 2005.			
(End of statement of work)			

(CS6100)

C-2	52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING	NOV/2005
Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:			
(a) AEPS Access Procedures			
(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:			
<a href="http://aeps.ria.army.mil/aepspublic.cfm">http://aeps.ria.army.mil/aepspublic.cfm</a>			
(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.			
(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:			
Approval? (YES/NO) Supervisor Name Supervisor E-Mail Supervisor Phone			
(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).			
(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.			
(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.			
(b) AEPS HELP-DESK and Problem Reporting Procedures			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 59
<b>Name of Offeror or Contractor:</b>		

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative  
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426  
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426  
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:  
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 59
<b>Name of Offeror or Contractor:</b>		

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-3	52.246-4536	STATEMENT OF WORK - 2-D BAR CODING VERIFICATION	JUL/2005
	LOCAL		

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

C-4	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	LOCAL		

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 10 of 59</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 11 of 59</b>
<b>Name of Offeror or Contractor:</b>		

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508	PACKAGING REQUIREMENTS	JUL/1997
	LOCAL		
(a)	For PN: 9395584 NSN: 1390-01-268-9155 N342 PRON: T16G0T20HH shall be in accordance with 9313721 revision U, dated -19 May 2004.		
(b)	When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.		
(c)	Marking shall be in accordance with 9313721, revision U, dated 19 May 2004		
(d)	For PN: 9278773 NSN: 1315-01-105-4073 PRON: T16C0T24HH shall be in accordance with 9313721 revision E, dated 14 July 2000.		
(e)	When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.		
(f)	Marking shall be in accordance with 9381686, Revision E, dated 14 July 2000. 2-D Bar Code markings are required in accordance with 12999545, Revision B, dated 7 July 2005.		

EXCEPTION: The following shall apply to drawing 9381686, revision U, dated 19 May 2004  
2-D Bar Code marking shall be in accordance with 12982865, revision H, dated 30 July 2004.:

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING:  
See Section C of the contract DI-PACK-81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS:  
Placing the POP markings on one of the end sides (90 degrees perpendicular to the descriptive nomenclature, NSN and DODIC) in lieu of the opposite side of the descriptive Nomenclature, NSN and DODIC is permitted.

HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging does not apply to this procurement.

The following shall apply to drawing 9381686, Revision E, dated 14 July 2000:

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING:  
Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK-81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9381686. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 59
	PIIN/SIIN	W52P1J-06-R-0028	
Name of Offeror or Contractor:			

(DS6303)

D-2                    52.247-4517                    PALLETIZATION INSTRUCTION                    MAR/1992  
LOCAL

Palletization shall be in accordance with 9313756, revision F, dated 1 September 1999. 2-D Bar Code marking is required in accordance with ACV00561, revision C, dated 11 July 2003.

Palletization shall be in accordance with 19-48-4116 / 157E, revision G, dated June 2003 and 19-48-4116, Revision 9, dated August 2005. Marking shall be in accordance with ACV00561, Revision D, dated 7 October 2005.

(End of clause)

(DS6204)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 13 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994

(a) The first article shall consist of: tems and quantities cited in MIL-C--70545 w/Amend 2. 1 October 2002. TDP9378134 to the latest revision, which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

(b) An address shall be furnished for where the first article shall be delivered. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

(c) The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(d) Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

(e) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(f) Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 14 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

(ES6033)

E-4 LOCAL	52.246-4550	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.			
(b) The Contractor shall comply with:			
( ) ISO 9002			
(x) ISO 9001-2000; only design/development exclusions permitted			
( ) ISO 9001-2000; no exclusions permitted			

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5 LOCAL	52.245-4545	MIL-STD-1916	OCT/2000
The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.			

(End of clause)

(ES7650)

E-6 Part I	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
General Statistical Process Control Requirements			

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0028      MOD/AMD</p>	<p style="text-align: center;"><b>Page 15 of 59</b></p>
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**Name of Offeror or Contractor:**

Contract Number(s) \_\_\_\_\_

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

(d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

(f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

(i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0028      MOD/AMD</p>	<p style="text-align: center;"><b>Page 16 of 59</b></p>
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**Name of Offeror or Contractor:**

shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(l) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

**Part II Detailed requirements pertaining to plan submittal**

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

**1.0 General Management Plan**

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

**1.1 Policy/Scope:**

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

**1.2 Applicable Document:**

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

**1.3 SPC Management Structure:**

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

**1.4 SPC Training:**

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

**1.5 Manufacturing Controls:**

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

**1.6 Determination of SPC Use:**

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

**1.7 Process Stability and Capability:**

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 17 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

requirements:

- (1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).
- (2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).
- b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).
- c. Include analysis of statistical distributions and define all formulas and symbology utilized.

**1.8 Control Chart Policy:**

- a. Type of charts to be used (i.e., x bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.
- b. Procedures for establishing and updating control limits, including frequency of adjustments.
- c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.
- d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

**1.9 Vendor/Subcontractor Purchase Controls:**

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

**1.10 SPC Audit System:**

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

**1.11 SPC Records:**

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

**2.0 Detailed Plan:**

This section shall detail specific manufacturing process/operation parameters under control.

**2.1 Control of Process/Operation Parameters or Characteristics:**

- a. Identify the following for each process/operation by name or characteristic under control:
  - (1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.
  - (2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.
  - (3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.
  - (4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

**2.2 Reduction or Elimination of Inspection/Test:** The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 18 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

E-7	52.246-4511	QUALITY MANAGEMENT SYSTEM	AUG/1999
	LOCAL		

(a) The contractor shall have a documented quality management system that prevents the manufacture of nonconforming material as well as ensures continuous process improvement. All functions/operations affecting product quality shall be considered when designing the QMS. The design of the QMS will consistently assure robust product quality and assure technical product/service requirements are met through the implementation of, but not limited to, the following elements:

- (1) initial quality, process, product and failure mode and effects analysis planning
- (2) process controls; statistical techniques and other preventive measures
- (3) configuration management of documents and data
- (4) internal quality audit
- (5) root cause corrective action
- (6) calibration system assuring the accuracy, effectiveness, and repeatability of all inspection, measuring and test equipment

(b) If requested, the contractor shall make available to the government the name of a recognized quality management system or provide a written description of the QMS to be employed during the performance of this contract. A QMS that focuses on continuous improvement and total quality commitment is desired and can be demonstrated by attaining certification through the AMC Contractor Performance Certification Program (CP2).

(c) Quality records shall be maintained and serve as objective evidence relative to the effectiveness of the contractor's QMS.

(End of clause)

(ES7645)

E-8	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0028 MOD/AMD	Page 19 of 59
Name of Offeror or Contractor:		

(ES7012)

E-9	52.246.4531 LOCAL	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.			
(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.			
(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.			
(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.			
(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.			
(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.			
(End of clause)			

(ES7010)

E-10	52.246-4532 LOCAL	DESTRUCTIVE TESTING	MAY/1994
(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.			
(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.			
(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.			
(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.			
(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.			
(End of clause)			

(ES7011)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0028      MOD/AMD</p>	<p style="text-align: center;"><b>Page 20 of 59</b></p>
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**Name of Offeror or Contractor:**

E-11      52.246-4552      CRITICAL CHARACTERISTICS
FEB/2004

LOCAL

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.

(f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W52P1J-06-R-0028      <b>MOD/AMD</b></p>	<p><b>Page 21 of 59</b></p>
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**Name of Offeror or Contractor:**

- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
- (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
- (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 22 of 59</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

\*\*\*

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_(carload, truckload, less-load,  
\_\_\_\_\_(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic Ft;

(iv) Number of items per container: \_\_\_\_\_ Each;

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 23 of 59</b>
<b>Name of Offeror or Contractor:</b>		

(v) Gross Weight of container and contents \_\_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_\_\_Yes \_\_\_\_ No,

(vii) Number of containers per pallet/skid \_\_\_\_\_ ;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_Ft

Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-10            52.247-62            SPECIFIC QUANTITIES UNKNOWN            APR/1984

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated quantity	Destination
Unknown	Crane, IN

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

(End of clause)

(FF6010)

F-11            52.247-4504            TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR            MAR/2004

LOCAL            SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0028      <b>MOD/AMD</b></p>	<p align="right"><b>Page 24 of 59</b></p>
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**Name of Offeror or Contractor:**

(TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-12	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	LOCAL		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-13	52.247-4552	SPECIAL TRANSPORT/LOADING REQUIREMENTS (NON-HAZARDOUS)	FEB/1996
	LOCAL		

(a) In addition to the requirements set forth under General Provision, "Loading, Blocking and Bracing of Freight car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P Street, Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43: copies may be obtained from addresses given in para (a) above. "General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMA.

(d) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page</b> 25 <b>of</b> 59
---------------------------	---	-----------------------------

**Name of Offeror or Contractor:**

under this contract.

(End of clause)

(FS7052)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 26 of 59</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

**Name of Offeror or Contractor:**

cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 28 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
  - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
    - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
  - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
  - (i) The Contractor shall
    - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
    - (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
  - (ii) The issuing agency code
    - (A) Shall not be placed on the item; and
    - (B) Shall be derived from the data qualifier for the enterprise identifier.
  - (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
    - (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
    - (2) Unique item identifier type.
    - (3) Issuing agency code (if concatenated unique item identifier is used).
    - (4) Enterprise identifier (if concatenated unique item identifier is used).
    - (5) Original part number.
    - (6) Lot or batch number.
    - (7) Current part number (if not the same as the original part number).
    - (8) Current part number effective date.
    - (9) Serial number.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0028      <b>MOD/AMD</b></p>	<p align="center"><b>Page 29 of 59</b></p>
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**Name of Offeror or Contractor:**

- (10) Governments unit acquisition cost.
  - (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
    - (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
    - (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
    - (3) Unique item identifier type.\*\*
    - (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
    - (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
    - (6) Original part number.\*\*
    - (7) Lot or batch number.\*\*
    - (8) Current part number (if not the same as the original part number).\*\*
    - (9) Current part number effective date.\*\*
    - (10) Serial number.\*\*
    - (11) Unit of measure.
    - (12) Description.
  - \*\* Once per item.
  - (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.
  - (g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.
- (End of clause)
- (HA6001)

H-3                      52.242-4591                      CONTRACTOR PERFORMANCE INFORMATION                      DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b> </p>	<p style="text-align: center;"><b>Page 30 of 59</b></p>
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**Name of Offeror or Contractor:**

sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-4

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0028 MOD/AMD	Page 31 of 59
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-21	52.222-3	CONVICT LABOR	JUN/2003
I-22	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-32	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-33	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-34	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-35	52.232-1	PAYMENTS	APR/1984
I-36	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-37	52.232-11	EXTRAS	APR/1984
I-38	52.232-16	PROGRESS PAYMENTS	APR/2003
I-39	52.232-17	INTEREST	JUN/1996
I-40	52.232-25	PROMPT PAYMENT	OCT/2003
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-44	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-45	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-48	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-49	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-50	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-51	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-52	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-53	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 32 of 59
	PIIN/SIIN W52P1J-06-R-0028	MOD/AMD	

Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
		FORM)	
I-54	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-55	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-58	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-59	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-61	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-62	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-63	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-65	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-66	252.219-7011 DFARS	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
I-67	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-68	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-69	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-70	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-71	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-72	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-73	252.236-7008 DFARS	CONTRACT PRICES-BIDDING SCHEDULES	DEC/1991
I-74	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-75	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-76	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996

I-77 52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING SEP/1989

(a) The Contractor shall deliver 350 unit(s) within 14 calendar days from the date of this contract to the Government to a testing facility (address shall be furnished) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 14 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 33 of 59</b>
<b>Name of Offeror or Contractor:</b>		

(IF8003)

I-78	52.248-1	VALUE ENGINEERING	FEB/2000
***			

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_-1-\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-79	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
(a) This solicitation includes an evaluated option (See Section M).			

(b) The Government reserves the right to increase the quantity of item(s) by a quantity of up to and including but not exceeding -2- percent as an evaluated option at the price(s) quoted below.

(c) If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) -1- shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

(d) The Contracting Officer may exercise the evaluated option at any time preceding -3- by giving written notice to the Contractor.

(e) Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

(f) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

(g) Offered Unit Prices for the Option Quantities are:

<u>Unit Price</u>	
Evaluated Option	
(F.O.B. Origin)	\$ <u>See template- Attachment 012</u>

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of clause)

(IF6080)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0028      MOD/AMD</p>	<p style="text-align: right;"><b>Page 34 of 59</b></p>
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**Name of Offeror or Contractor:**

I-80
52.243-7
NOTIFICATION OF CHANGES
APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated.
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
  - (i) In the contract price or delivery schedule or both; and
  - (ii) In such other provisions of the contract as may be affected.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 35 of 59</b>
<b>Name of Offeror or Contractor:</b>		

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-81                    52.246-17                    WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE                    JUN/2003  
 \*\*\*  
 (b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance.  
 \*\*\*  
 (c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect.  
 \*\*\*

(End of clause)

(IF6070)

I-82                    52.215-19                    NOTIFICATION OF OWNERSHIP CHANGES                    OCT/1997  
 (a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

(IF7338)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 36 of 59</b>
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**Name of Offeror or Contractor:**

I-83 52.245-9 USE AND CHARGES

AUG/2005

(a) Definitions. As used in this clause:

Acquisition cost means the acquisition cost recorded in the Contractors property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractors right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractors best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the Renegotiation Board Interest Rate (published in the Federal Register semiannually on or about January 1st and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 37 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

July 1st) for the period in which the rent is due.

(3) The Governments acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractors unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractors expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-84                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-85                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      NOV/2005

DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 38 of 59</b>
<b>Name of Offeror or Contractor:</b>		

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-86	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
	DFARS		

(a) Definitions. As used in this clause-

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0028 MOD/AMD	Page 39 of 59
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Name of Offeror or Contractor:

reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

- (8) United States means the 50 states, the District of Columbia, and outlying areas.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.
- (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act\'beBalance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (End of clause)
- (IA7732)

I-87252.243-7002REQUESTS FOR EQUITABLE ADJUSTMENTMAR/1998

DFARS

- \*\*\*
- (b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
- I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.
- (Official's Name)
- (Title)
- \*\*\*
- (End of clause)

(IA7035)

I-8852.201-4500AUTHORITY OF GOVERNMENT REPRESENTATIVEFEB/1993

LOCAL

- The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.
- (End of clause)
- (IS7025)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 40 of 59</b>
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**Name of Offeror or Contractor:**

I-89                      252.219-7012                      DOD MENTOR-PROTEGE PROGRAM

NOV/2005

a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-90                      52.246-4551                      SUPPLEMENTAL WARRANTY INFORMATION

JAN/2006

(a) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(b) For purpose of identifying the warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)."

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."

(End of clause)

(IS7070)



Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)			
Attachment 001	DOCUMENT SUMMARY LIST (M205)		003	
Attachment 002	INSTRUCTIONS FOR COMPLETING FORM DD 1423		001	
Attachment 003	ADDRESS CODE DUSTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 004	ADDRESS CODE FOR EACH BRANCH OF SERVICE		001	
Attachment 005	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 006	DATA DELIVERY DESCRIPTION- REQUET FOR DEVIATION (RFD)		004	
Attachment 007	DATA DELIVERY DESCRIPTION- NOTICE OF REVISION (NOR)		002	
Attachment 008	DATA DELIVERY DESCRIPTION- ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 009	DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 010	INSTRUCTIONS TO THE BIDDER/ OFFER		002	
Attachment 011	DEFENSE PRIORTIES AND ALLOCATIONS SYSTEMS		002	
Attachment 012	PRICING MATRIX / M204/M205/M234		003	

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	Regulatory Cite	Title	Date
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is __332993.			
(2) The small business size standard is 1,500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.			
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:			
[ ] (i) Paragraph (c) applies.			
[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.			
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.			
FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 43 of 59</b>
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**Name of Offeror or Contractor:**

K-3

52.207-4

ECONOMIC PURCHASE QUANTITY-SUPPLIES

MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-4

252.225-7000

BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE

JUN/2005

DFARS

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0028 MOD/AMD	Page 44 of 59
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Name of Offeror or Contractor:

Line Item Number Country of Origin

(3) The following end products are other foreign end products:

Line Item Number Country of Origin (If known)

(End of provision)

(KA7702)

K-5252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 45 of 59</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a -1- rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer, by obtaining written and dated acknowledgment of receipt from Mr. James D. Prather, Army Sustainment Command, 1 Rock Island, Rock Island, IL 62199-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-9	252.211-7001 DFARS	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	MAY/2006
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 46 of 59</b>
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**Name of Offeror or Contractor:**

Army Sustainment Command, ATTN: Mr. James D. Prather, 1 Rock Island, Rock Island, IL 61299-6000.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-10      52.211-4510      PARTNERING      AUG/2001  
AMC

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

\~

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

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(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

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(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be -1- (include names, positions, and roles in contract administration).

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(End of provision)

(LM6100)

L-11      52.252-5      AUTHORIZED DEVIATIONS IN PROVISIONS      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-12      AMC      AMC-LEVEL PROTEST PROGRAM      MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 47 of 59</b>
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**Name of Offeror or Contractor:**

9301 Chapek Rd. Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protestlink.htm](http://www.amc.army.mil/amc/command_counsel/protestlink.htm)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-13      52.212-4501      ELECTRONIC AWARD NOTICE      APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

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(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

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Vendors Electronic Mail Address: \_\_\_\_\_

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(End of provision)

(LS7100)

L-14      52.214-4584      HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS      NOV/2005  
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 48 of 59</b>
<b>Name of Offeror or Contractor:</b>		

(End of provision)

(LS7003)

L-15 52.215-4583 DISCLOSURE OF UNIT PRICES  
LOCAL

FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

Courier (W1Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical Approach, Past Performance, Price and Small Business Utilization.

#### Submission of Proposals:

a. An offerors proposal shall consist of the following:

- a. One executed and completed copy of the solicitation
- b. Volume I - Technical Approach (maximum 50 pgs.\*) (6 copies)
- c. Volume II - Past Performance (5 copies)
- d. Volume III - Price (supporting Section B of the solicitation) (2 copies)
- e. Volume IV - Small Business Utilization Plan (2 copies)

NOTE: All offerors (small, large, or foreign) are required to submit a Small Business Utilization Plan

\* Not including the Quality Manual.

Offerors complete proposal shall be forwarded to the following address:

U.S. Army Sustainment Command  
ATTN: AMSAS-ACA-L Mr. James Prather  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

b. Length. Each document shall be as brief as possible, consistent with complete submission and shall not exceed the maximum of pages listed above, if applicable. Pages should not exceed 8-1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 10 pitch.

c. Deviation from Requested Format. The offeror shall provide an explanation in a clearly relatable format, such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted. The Government will not be responsible for searching through a proposal to find the required submittal information sought by the requested volume format

d. The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offeror shall provide a proposal that, at a minimum, addresses those evaluation factors required in Section M. Each proposal shall address the requirements of Section C Description/Specifications/Work Statement.

#### Specific Instructions by Volume

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the Technical Approach, Past Performance, Price, and the offerors process for encouraging Small Business Utilization.



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"><b>PIIN/SIIN</b> W52P1J-06-R-0028      <b>MOD/AMD</b></p>	<p style="text-align: center;"><b>Page 49 of 59</b></p>
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**Name of Offeror or Contractor:**

As the intent is to award without discussions, the offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The index of the proposal shall contain the appropriate Volumes/titles/numbers at the beginning of the discussion text. The narrative discussions shall be related to the appropriate number at the beginning of the discussion text. All information specific to each factor will be confined to the volume specific to each factor.

Specific Instructions by Factors/Subfactor

The offerors proposal will be submitted in separate volumes based on the factors/subfactors given as set forth below, and all information specific to each factor will be confined to the volume specific to each factor.

Volume I - Technical Approach Factor

The Technical Approach area of the proposal shall consist of five sub-factors as follows:

- a. Quality System Plan
- b. Technical Data Management Plan
- c. Component Control and Requirements Flow-Down
- d. Manufacturing and Planning Capability
- e. Equipment Capabilities and Processes

The proposal shall describe the processes/procedures needed to perform the contract, and must include a description of facilities, equipment, processes and capacities to satisfy all the requirements. The offeror shall clearly provide evidence that they possess the ability to meet any and all requirements in the TDP and contract. The offeror is responsible for providing sufficient detail in their presentation to permit a complete and accurate evaluation of the proposal from a Technical Approach perspective.

- a. Quality System Plan (Subfactor):
 

The proposal must describe the offerors Quality System Plan including sufficient information to demonstrate how the offeror integrates production and technical aspects (production control, technical data, vendor control and data) to assure a quality product for delivery. The offerors entire quality manual must be submitted (open-source format, e.g. Adobe) for a verification of compliance with ISO registration (or alternate quality program) requirements. The quality system plan should provide a description of the organizational structure, responsibilities, procedures, processes, and resources for implementing quality management. Additionally, the quality system plan shall apply to, and interact with, all activities pertinent to the quality of the Increment container, involving all phases from initial identification to final satisfaction of requirements and Government expectations. The scope of the quality system includes assuring the quality of product and of the purchaser/supplier relationship.
- b. Technical Data Management Plan (Subfactor):
 

The proposal shall provide information to describe how technical data discrepancies are managed and how corrective actions have been effectively and consistently initiated. The plan should include a strategy for the application of technical data management, collection and storage of technical data, the maintenance of stored technical data, and granting access to technical data by authorized parties.
- c. Component Control and Requirements Flow-Down (Subfactor):
 

The proposal shall describe and demonstrate, with factual data, how their vendor control plan shows a demonstrated ability to be responsive to all requirements and control the receipt of non-conforming materials.
- d. Manufacturing and Planning Capability:
 

The proposal shall demonstrate the offerors knowledge and ability for the manufacture and assembly of felted form, match-molded components. Note that the increment container does contain energetic material. Planning and manufacturing should address the safe storage and handling of the energetic materials.
- e. Equipment Capabilities and Processes (Subfactor):
 

The proposal shall describe (including photographs, if available) the type and capacity of equipment on-hand or planned to be used in support of this requirement. This display should document the offerors understanding of the equipment capabilities necessary to support this requirement, including laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment, as well as provide a maintenance plan for all equipment.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 50 of 59</b>
<b>Name of Offeror or Contractor:</b>		

Volume II - Past Performance

The Past Performance area of the proposal shall consist of two subfactors as follows:

- a. On Time Delivery
- b. Quality

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 3 years prior to the solicitation closing date up until date of award, or 2) awarded more than three years prior to closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the closing of this solicitation. The offeror must submit all contracts; government, commercial, Foreign Military Sales (FMS) that meet the criteria of the definition for "Recent". Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this item. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

- Name of Contracting Activity
- Contract Number
- Contract Type (fixed price, cost reimbursable, etc.)
- Total Contract Value
- Description of work or NSN, Part Number and how it is relevant
- Contracting Officer/Contract Manager, current telephone number and current email address
- Administrative Contracting Officer, current telephone number and current email address
- A brief summary of each contract cited, addressing on time deliveries and quality sub-factors

A past performance customer survey completed by the applicable contracting officer for each contract listed. This survey should be emailed/mailed to the contracting office directly from the person(s) providing the survey. Email address to send surveys to is kelly.hansel@us.army.mil. Mailing address is:

U.S. Army Sustainment Command  
ATTN: AMSAS-ACA-L/ Dawn Sherwin  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

A sample survey is attached to this solicitation. All past performance information shall be received by contracting officer not later than 10 days prior to closing of the solicitation.

a. On-Time Delivery (sub-factor):

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent contracting, as defined above, concerning all these covered deliveries, even though this supporting information may precede the period defined as recent. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of all recent, relevant contracts. Where deliveries were not made in accordance with the original contract delivery schedule the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

b. Quality (sub-factor):

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Quality Deficiency Reports (QDRs), and/or other product quality or related problems.

Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0028      MOD/AMD</p>	<p style="text-align: center;"><b>Page 51 of 59</b></p>
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**Name of Offeror or Contractor:**

Volume III - Price: Offerors shall submit prices in accordance with the requirements in Section B of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in U.S dollars in accordance with the clause Instructions to Offerors Competitive Acquisition, 52.215-1.

Volume IV - Small Business: As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

(1) All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPEEST. \$ VALUEPRODUCT OR SERVICECOMPANY NAMETOTAL SB \$LARGE BUSINESSEST. \$ VALUEPRODUCT OR SERVICECOMPANY NAMEEST. TOTAL CONTRACT \$EST. TOTAL SUBCONTRACTING \$

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L 0001 \*\*\*

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0028      <b>MOD/AMD</b></p>	<p align="center"><b>Page 52 of 59</b></p>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: Crane, IN.

(End of provision)

(MF6007)

M-4	52.247-4588	TRANSPORTATION EVALUATION	JAN/1995
	LOCAL		

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at thee date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

NMFC: 014130 / UFC: 06120

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Crane, IN

(d) Evaluation will include the quantities and sources of government furnished material listed below.

N/A

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 53 of 59</b>
<b>Name of Offeror or Contractor:</b>		

point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

M-5

52.245-4519

EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY

AUG/2005

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

[ ] Offer is predicated on use of Government property in offerors possession.

[ ] Offer is predicated on use of Government property in of offerors proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:

Number and Date:

Cognizant Government Agency (including address):

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property f or use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage resulting from the rent-free use of Government production and research property, an evaluation factor shall be added to each offer that is predicated on the use of the above detailed Government production and research property. For the purpose of calculating such an evaluation factor, the offeror shall compute the hours of use of such property in accordance with the definition of Rental time set forth in FAR 52.245-9 (a) (DEVIATION). The number of hours identified by the offeror is: hours\*.

\*Attach separate sheet(s) if multiple entries are necessary to capture all property items. Note: The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the number of hours identified above. If the bidder/offeror fails to specify the number of hours in the blank provided, the delivery schedule will be utilized to determine the number of hours (based on 40 hours per week).

(e) The Government shall compute the evaluation factor for the rent-free use of Government-owned production and research property in accordance with the formula contained in FAR 52.245-9 (DEVIATION).

(f) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0028      MOD/AMD</p>	<p style="text-align: center;"><b>Page 54 of 59</b></p>
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**Name of Offeror or Contractor:**

valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(g) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in its bid offer if a pro-rata share is applicable for this procurement.

(h) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors:

(1) Evaluation factors applied to prime contractors offers will be the same for both proposed prime contractors and subcontractors use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

**SECTION M Evaluation of Offers**

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials).

Proposals will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

Each offeror will be evaluated against the solicitation criteria. The Government will make a qualitative assessment by assigning an adjectival rating for Technical Approach, Past Performance, and Small Business Utilization. For Technical Approach a rating of Excellent, Good, Marginal or Unsatisfactory will be assigned. For Past Performance ratings of Unsatisfactory/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk or Neutral will be assigned. For Small Business the ratings of Marginal, Adequate, Good or Excellent will be assigned. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The government reserves the right to award the contract based on initial proposals without conducting discussions.

Technical Approach is moderately more important than Past Performance, which are each significantly more important than Price. Price is significantly more important than Small Business Utilization. All non-price factors when combined are significantly more important than Price.

Offerors will be evaluated as follows:

Volume I - Technical Approach (Factor):

(a) Quality System Plan (Subfactor): The offerors proposal will be evaluated upon their demonstration of a plan to establish and maintain a documented quality system as a means of ensuring that product conforms to specified requirements. This shall include (1) the preparation of documented quality system procedures and instructions in accordance with the requirements of the solicitation; and (2) the effective implementation of the documented quality system procedures and instructions.

At a minimum, the quality system plan should refer to policies and procedures related to (1) specifications (including raw materials, process, product, package and label, and sales); (2) safety system; (3) purchaser service practices (including order entry system,

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0028      MOD/AMD</p>	<p style="text-align: center;"><b>Page 55 of 59</b></p>
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**Name of Offeror or Contractor:**

product delivery system, and billing practices); and, (4) purchaser relation practices (including policy for sharing information, system of analyzing and resolving complaints, and system of determining purchasers needs).

The proposal will be evaluated upon how well the offerors (prime and subcontractor) quality assurance general plan meets requirements of ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors quality presentation for this effort will be evaluated on considerations including, but not limited to, the robustness of the system in determining acceptability of the product, controlling the processes to reduce variation and to eliminate/prevent nonconformities.

(b) Technical Data Management Plan (Subfactor): The proposal shall be evaluated upon the offerors demonstration of ability to establish and maintain a plan, to include activities, requirements, guidelines, and documentation, for management of the technical data generated and used in the technical effort.

The technical data management plan will be evaluated based on the demonstration of the offerors ability to: (1) provide the basis for identifying and controlling data requirements; (2) responsively and economically acquire, access, and distribute data needed to develop, manage, operate, and support system products over their product-line life; (3) manage and disposition data as records; (4) analyze data use; (5) if any of the technical effort is performed by an external contractor, to obtain technical data feedback for managing the contracted technical effort; and, (6) assess the collection of appropriate technical data and information.

(c) Component Control and Requirements Flow-Down (Subfactor): The offerors proposal will be evaluated on how well their vendor control plan demonstrates an ability to be responsive to all requirements and control the receipt of non-conforming materials and hardware.

(d) Manufacturing and Planning Capability to assemble formed components (Subfactor): The offerors proposal will be evaluated on the offerors demonstrated knowledge and ability for manufacturing and assembling formed components.

(f) Equipment and Processes Capabilities (Subfactor): The offerors proposal will be evaluated based on the type and capacity of equipment and processes on-hand or planned to be used in support of this requirement. It will also be evaluated upon the offerors understanding of the equipment capabilities necessary to support this requirement. The proposal should provide a description of currently available felting and molding equipment, information describing environmental control capabilities, as well as provide a maintenance plan for all equipment.

Quality System Plan is slightly more important than Technical Data Management Plan, Component Control and Requirements Flow-Down, and Manufacturing and Planning Capability, and Equipment and Processes Capabilities. These last four subfactors are of equal importance.

Volume II - Past Performance (Factor):

The Government shall utilize the following sub-factors to evaluate the offerors, subcontractors or partners (if applicable) past performance.

(a) On-Time Delivery (Subfactor): The offeror will be evaluated as to their history, as well as any subcontractor or partners history to meet the required delivery schedule based on recent, relevant performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

(b) Quality (Subfactor): The offeror and subcontractor will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

- Proof/objective evidence that the offerors or subcontractors quality program identifies adverse trends/deficiencies, has adequate corrective actions to correct adverse trends/deficiencies.
- The number and nature of RFWs and RFDs, and whether they were caused by the contractors, subcontractors or partners lack of process control.
- The number and nature of QDRs that were caused by the contractor, subcontractor or partner.
- The offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic IAT failures, and other product quality problems. The offerors root cause analysis of deficiencies, corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance.
- Whether the offeror, any subcontractor or partner had any other quality problems as identified in the PPIMS database.

Quality is significantly more important than On-Time Delivery.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0028      <b>MOD/AMD</b></p>	<p align="right"><b>Page 56 of 59</b></p>
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**Name of Offeror or Contractor:**

Volume III - Price (Factor):

(1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

(2) The price will be an evaluation factor; however, it will not be adjectivally rated. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable.

(3) The Government will evaluate offers for award purposes by adding together the total prices proposed for the base year quantities (with first article testing) plus the highest quantity in the Most Probable Quantity Range in each option period specified in Section I to the total price for the basic requirement in Section B as well as the pricing additives mentioned below, in order to determine the total evaluated price to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M. In addition, any other pricing related factors identified in Section M shall be applied as required by their respective provisions. The evaluation will also include the clause in Section I entitled Notice of Price Evaluation Preference for HUBZone Small Business Concerns", FAR 52.219-4.

(4) The additional price/cost data provided in the Economic Price Adjustment (EPA) clause will not be considered separately in the determination of price reasonableness. This information will only be used in the calculation of an applicable EPA.

Volume IV - Small Business Utilization (Factor)

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

- (1) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:
- \ 'b7 Small Business (SB)
  - \ 'b7 Small Disadvantaged Business (SDB)
  - \ 'b7 Women-Owned Small Business (WOSB)
  - \ 'b7 Veteran-Owned Small Business (VOSB)
  - \ 'b7 Service Disabled Veteran-Owned Small Business (SDVOSB)
  - \ 'b7 Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB;
  - and
  - \ 'b7 Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.

(3) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) The extent of Small Business participation in terms of value of the total contract.

(c) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:

(i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0028 MOD/AMD	Page 57 of 59
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**Name of Offeror or Contractor:**

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

Rating Criteria

Definitions:

Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength in the proposal appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Ratings will be assigned as follows:

Technical Approach, including the sub-factors of (a) Quality System Plan, (b) Technical Data Management Plan, , (c) Component Control and Requirements Flow-Down, (d) Manufacturing and Planning Capability, and (e) Equipment and Processes Capabilities will be rated as Excellent, Good, Marginal or Unsatisfactory.

Excellent: The offeror has much of the required manufacturing, production, assembly, and inspection equipment available to produce increment containers or an item(s) of comparable functional complexity in accordance with the Technical Data Package. This should include an above average knowledge of felted fiber molding and match molding of energetic material, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. The offeror must also demonstrate a clear understanding and be in possession of a uniform management philosophy including required management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) capable of leaving little doubt that the required effort can be successfully performed. The offeror demonstrates an accurate understanding of key product/process characteristics and proven quality control techniques. The offeror illustrates a full understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for successful performance, and demonstrates a full understanding of storage/handling of energetic materials and components.

Good: The offeror has some of the required manufacturing, production, and assembly equipment capable of producing increment containers or related items. This should include a basic knowledge of felted fiber molding and match molding of energetic material, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. The offeror demonstrates a basic understanding of the importance of a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) leaving some doubt that the required effort can be performed. The offeror demonstrates an understanding of key product/process characteristics and quality control techniques. The offeror illustrates a fundamental understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for performance, and demonstrates a fundamental understanding of storage/handling of energetic materials and components.

Marginal: The offeror has little of the required manufacturing, production, and assembly equipment capable of producing increment containers or related items. There is marginal knowledge of felted fiber molding and match molding of energetic material, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for the detection of critical defects), and test equipment. The offerors approach, although minimally adequate, does not provide a comprehensive understanding of the importance of a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) leaving much doubt that the required effort can be performed. The offeror has a marginal understanding of key product/process characteristics and quality control techniques and their essential value for performance. The offeror illustrates a marginal understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for performance, and demonstrates a marginal understanding of storage/ handling of energetic materials and components.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 58 of 59</b>
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**Name of Offeror or Contractor:**

Unsatisfactory: The offeror has very little of the required manufacturing, production, and assembly equipment for producing increment containers or related items. There is minimal knowledge of felted fiber molding and match molding of energetic material, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for the detection of critical defects), and test equipment. The offeror fails to identify the importance of incorporating a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) and leaves extreme doubt that the required effort can be performed. The offeror has a limited understanding of key product/process characteristics and quality control techniques and their essential value for performance. The offeror lacks the ability to recognize certain requirements for controlling/monitoring critical defects, the importance of maintaining Acceptance Inspection Equipment (AIE) capabilities for performance, and demonstrates a limited understanding of storage/handling of energetic materials and components.

The Government reserves the right to perform on-site surveys of any or all offerors for verification purposes.

Past Performance (including the sub-factors of On-Time Delivery and Quality) will each be rated as Unsatisfactory/ High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk or Neutral based on the following.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

(a) On -Time Delivery

Unsatisfactory/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Excellent/Low Performance Risk: Based on past performance, essentially very little doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

(b) Quality

Unsatisfactory /High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Excellent/Low Performance Risk: Very little doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is very little doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance

Small Business Utilization

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offerors that have no contractual history within three years prior to the initial solicitation closing date, for

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0028 <b>MOD/AMD</b>	<b>Page 59 of 59</b>
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**Name of Offeror or Contractor:**

the same or similar items that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals: Marginal, Adequate, Good, or Excellent.

\*\*\* END OF NARRATIVE M 0001 \*\*\*